

Exhibit A



February 15, 2020

Shane Thornsberry
6417

Dear Shane,

On behalf of Tyler Technologies, Inc., I am pleased to confirm the following details for our project specific job offer for the CLT Appraisal Services Group.

Project Name: Jefferson County reappraisal

Position: Associate Project Supervisor

Shift: Monday-Friday, 8:00am-5:00pm, 40 hours per week

Status: Full-time

You will still be classified as an exempt employee. As such, you will continue to receive Tyler Technologies' comprehensive employee benefits package and paid time off based on the terms of those plans and policies.

If you accept the position, your biweekly salary will be [REDACTED] (which equates to [REDACTED] annually), subject to withholding and deductions in accordance with applicable law and the Company payroll practices and schedule, which may be amended from time to time.

New manager: Cathi Gould

Desired State Date: February 15, 2020

Anticipated End Date: on or about April 30, 2022

Your work location will remain Madison, IN.

You will be reimbursed for regular car expenses (RCX) per regional policy up to \$8.00 for every 8-hour workday.

This position involves approximately 50% business travel, which may vary significantly from week to week. Please be advised that business travel to other cities, states, or other jurisdictions may cause you to incur income tax obligations. You are solely responsible for any tax liabilities, obligations, and filing the appropriate tax documents associated with your business travel. Please consult with your tax advisor as needed.

At the end of your assignment we will let you know if other appraisal contracts arise with additional project opportunities for you. In the event other projects are identified for you, your manager will discuss the details of those projects with you and any changes to your title, salary, work location, etc. that may be appropriate.

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Tyler or Employee may terminate this Agreement at any time, for any reason, and nothing herein changes the "at-will" nature of Employee's employment with Tyler. Employee agrees that, in the course of Employee's employment, Employee will receive access to Tyler's Confidential Information, including, but not limited to, information regarding Tyler's customers. Such information includes contract terms, pricing, marketing efforts, customer purchasing history, and related matters. Employee agrees that he shall not disclose or use at any time, either during or after termination of employment, such Tyler Confidential Information except in connection with Employee's duties for Tyler. In addition, because of Employee's access to such information, and Employee's ability to generate and foster good will between Tyler and Tyler's customers, Employee agrees that, for the one-year period following the termination of Employee's employment, for any reason, Employee shall not (a) contact, call upon, solicit, or perform services competitive with those of Tyler as to any customer of Tyler for whom Employee provided services or solicited, called on, or marketed on behalf of Tyler during the final two years of Employee's employment with Tyler, or (b) recruit, solicit or hire, or encourage or assist other persons or entities to recruit, solicit or hire, any employees of Tyler. Employee must sign the attached "Confidentiality Agreement" which further outlines Employee's responsibilities regarding confidential information, intellectual property and related information.

Please feel free to contact myself or Cathi with any questions. We hope that you will choose to accept this project offer.

Sincerely,

A handwritten signature in black ink that reads "Zac Huston".

Zac Huston

Associate HR Representative

cc: Cathi Gould

Please sign and scan a copy of this letter as soon as possible before the start date of your new position and submit it to Human Resources at becky.mccoy@tylertech.com or fax it to 937-853-5754. Your signature below indicates your acknowledgement, understanding and acceptance of this new position. You also acknowledge that nothing in this offer shall be deemed to be a guarantee or offer of employment for a definite term. The employees of the Company are employees-at-will. This means that the employment relationship is for no fixed period and is terminable at will at any time by either party.

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Shane Thornsberry
Signature

03/04/2020
Date